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[Reid v. Tennessee Valley Authority](#), 91-ERA-17 (Sec'y Aug. 31, 1992)

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DATE: August 31, 1992
CASE NO. 91-ERA-17

IN THE MATTER OF

WAYNE T. REID,

COMPLAINANT,

v.

TENNESSEE VALLEY AUTHORITY,

RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

ORDER APPROVING SETTLEMENT AND
DISMISSING COMPLAINT WITH PREJUDICE

This case arises under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1988), and was consolidated for hearing with Case Nos. 91-ERA-16 and 91-ERA-18. The Complainant in this case waived the statutory deadline for a final order by the Secretary. In a March 28, 1991, Order of Continuance, the ALJ granted the parties' joint motion to continue the hearing and stay all other proceedings in this case and No. 91-ERA-16. The Secretary issued on March 4, 1992, a Final Order Approving Settlement and dismissing Case No. 91-ERA-16. The Secretary issued on April 19, 1991, a Decision and Order Approving Settlement and dismissing Case No. 91-ERA-18.

On July 8, 1992, the parties submitted in this case a Joint Motion for Dismissal with an attached Memorandum of Understanding and Agreement, dated June 15, 1992, indicating that Complainant agreed to a settlement of his complaint against the TVA, and that the parties jointly requested dismissal of the complaint with prejudice. Because this request for dismissal is based on a settlement agreement entered into by the parties, I must review it to determine whether the terms are a fair, adequate, and reasonable settlement of the complaint. 42 U.S.C.

F.2d 1150, 1153-54 (5th Cir. 1991); *Thompson v. United States Department of Labor*, 885 F.2d 551, 556 (9th Cir. 1989); *Fuchko and Yunker v. Georgia Power Co.*, Case Nos. 89-ERA-9, 89-ERA-10, Sec. Order, Mar. 23, 1989, slip op. at 1-2.

This settlement agreement may encompass matters arising under various laws only one of which is the ERA. As my authority over settlement agreements is limited to such statutes as are within my jurisdiction and is defined by the applicable statute, see *Goese v. Ebasco Services, Inc.*, Case No. 88-ERA-25, Sec. Order Approving Settlement and Dismissing Case, Dec. 8, 1988; *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, Nov. 2, 1987, and cases cited therein, I have limited my review to determining whether the terms of the agreements are fair, adequate, and reasonable to settle Complainant's allegation that Respondent violated the ERA.

Upon review of the terms of the agreement and the record in this case, I find that the agreement is fair, adequate and reasonable, and therefore, I approve the agreement. [1] Accordingly, this case is DISMISSED with prejudice, as requested in the Joint Motion for Dismissal.

SO ORDERED.

LYNN MARTIN
Secretary of Labor

Washington, D.C.

OAA:CHIGGINS:kmp:February 20, 1996
S-4309:523-9728

[ENDNOTES]

[1] Paragraph 7 provides for confidentiality of the terms of Complainant's awards, except with family, attorneys, and as required by legal process. I note that the parties' submissions become part of the record in the case and that the Freedom of Information Act, 5 U.S.C. § 552 (1988), requires federal agencies to disclose requested records unless they are exempt from disclosure under the Act. See *Hamka v. The Detroit Edison Co.*, Case No. 88-ERA-26, Sec. Order to Submit Attachments, Dec. 9, 1991, slip op. at 2, n.1.